

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----x  
GEORGE LOPEZ,

Plaintiff,

-against-

NEW YORK CITY DEPARTMENT OF  
CORRECTION, *et al.*,

Defendants.

-----x  
**STIPULATION AND ORDER OF  
SETTLEMENT AND  
DISCONTINUANCE**

07 Civ. 8587 (WHP)

**WHEREAS**, plaintiff George Lopez commenced this action by filing a complaint on October 30, 2007, alleging a violation of rights guaranteed by the Fourth, Eighth, and Fourteenth Amendments of the United States Constitution; and

**WHEREAS**, plaintiff has dismissed the claims against defendants Assistant Deputy Warden Tindal, Assistant Deputy Warden Barrett, Captain John, Captain Rakestraw, Captain Zouhbi, Captain McFarlane, Correction Officer Latimore, Correction Officer Attmore, and Correction Officer Goodman, with prejudice pursuant to a Stipulation dated April 14, 2008; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff's allegations; and

**WHEREAS**, plaintiff has agreed to substitute the City of New York as the remaining party, and the City of New York now desires to resolve the issues raised in this litigation without further proceedings and without admitting any fault or liability;

USDC SDNY
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ELECTRONICALLY FILED
DOC #:
DATE FILED: 4/22/08

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. Plaintiff agrees to substitute the City of New York as the sole defendant in the above-referenced action.
2. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "3" below.
3. The City of New York hereby agrees to pay to plaintiff George Lopez the sum of \$500.00 in full satisfaction of all claims that were or could have been raised in this action, including claims for costs, expenses, and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to dismiss all claims against all defendants and their successors or assignees, and to release the New York City Department of Correction ("DOC") and the City of New York, their successor and assigns, and all past and present officials, employees, representatives and agents of DOC and the City of New York, from any and all liability for claims based on any act, omission, event, or occurrence, past or present, described in or arising from the allegations set forth in the complaint in this litigation, including claims for attorney's fees, costs, and expenses.
4. Plaintiff shall execute and deliver to defendant's attorney all documents necessary to effect this settlement, including, without limitation, a release for all defendants based on the terms of paragraph "3," and a substitute W-9 form.

5. Prior to the filing of this Stipulation and Order of Settlement and Discontinuance, plaintiff shall execute and deliver to defendants' attorney a Stipulation and Order of Dismissal, dated April 14, 2008, dismissing the claims against Assistant Deputy Warden Tindal, Assistant Deputy Warden Barrett, Captain John, Captain Rakestraw, Captain Zouhbi, Captain McFarlane, Correction Officer Latimore, Correction Officer Attmore, and Correction Officer Goodman.

6. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York, or any other rules, regulations, or bylaws of any department or subdivision of the City of New York or DOC. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiation.

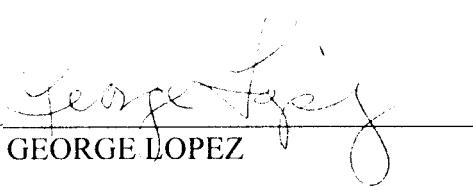
7. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or DOC.

8. This Stipulation and Order, and the Stipulation and Order of Dismissal dated April 14, 2008 referenced herein, contain all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of these Stipulations regarding the subject matter of the instant action shall

be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
April 14, 2008

George Lopez  
Plaintiff *Pro Se*  
c/o A. Bassat  
424 East 148th Street Apt. 1RL  
Bronx, NY 10455

By: 

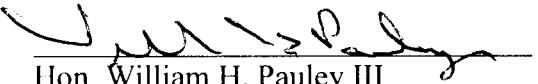
GEORGE LOPEZ

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By: 

Toni Gantz  
Assistant Corporation Counsel

SO ORDERED:

  
Hon. William H. Pauley III  
United States District Judge

1/16/08